Remarks

A.   Claims in the Case

Claims 1, 2, 4-16, 18-37, 40, and 42-51 are pending. Claims 1, 2, 4-16, 27, 33-37, 40, and 42-47 have been amended. Claims 3, 17, and 41 have been cancelled.

B.   The Claims Are Directed to Statutory Subject Matter

The Board entered a new ground of rejection of claims 1-14, 33-37 and 40-46 under 35 U.S.C. §101 because the claims were directed to a carrier medium. Applicant has amended claims 1-14, 33-37, and 40-46 to be directed to a "computer readable medium".

C.   The Claims Are Not Obvious Over Daskalopulu, Lauritsen, AIG and Miller

The Board did not sustain the Examiner's rejections of claims 1-32 and 47-51 under 35 U.S.C. §103(a) as being obvious over Copeland in view of Underwood and Kelly. The Board also did not sustain the Examiner's rejections of claims 33-37 and 40-46 under 35 U.S.C. §103(a) as being obvious over Underwood in view of Copeland and Kelly.

The Board entered new grounds of rejection of independent claims 1, 16, 27, 33, and 47 as being unpatentable as obvious over Daskalopulu and Sergot, "A Constraint Driven System for Contract Assembly", Proceedings of the 5th International Conference on Artificial Intelligence and Law (hereinafter "Daskaloplulu"), Lauritsen, "Knowing Documents", Proceedings of the 4th International Conference on Artificial Intelligence and Law (hereinafter "Lauritsen"), Americn Insurance Group (AIG), 1997 Form 10-K (hereinafter "AIG"), and U.S. Patent No. 5,446,653 to Miller et al. (hereinafter "Miller").

Claim 1 has been amended to recite:

creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the first section object, wherein the condition object is connected to one or more section objects other than first section

12

object and the condition object inherits properties from the connected other section objects

Support for the amendments may be found in Applicant's specification at least on page 38, line 24 through page 42, line 14, and cancelled claim 3. The cited art does not appear to teach or suggest at least this feature of amended claim 1, in combination with the other features of the claim.

Lauritsen describes the use of SGML in the creation of legal documents having hierarchical structure. Lauritsen states:

> A second basic distinction is that between a document class and its instances, or, stated otherwise, between a type of document and particular exemplars of that type.... All forms of documentary knowledge can be ascribed to a particular level of generality. We can know things about documents in general, about certain broad categories of documents, and about particular types. There is no fixed hierarch of superclasses and subclasses: it all depends upon on the characteristics or dimensions in terms of which we wish to abstract and generalize.
> (Lauritsen, page 187)

> Configuring a document is a recursive process of selecting and sequencing textual components. A document set is composed of one or more documents. Each document consists of one or more sections or other sub-documents. Sections (perhaps further divided into sub-sections) generally contain paragraphs, which are made up of sentences. Sentences are ordered sets of phrases, decomposable into other phrases and/or single words, which are strings of characters.
> (Lauritsen, page 189)

Lauritsen discloses configuraing a document as a recursive process of selecting and sequencing components. A document may include dividing into sections, a sections may be divided into smaller units such as paragraphs. Neither Lauritsen nor the other cited art appears to teach or suggest creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the first section object, wherein the condition object is connected to one or more section objects other than first section object and the condition object inherits properties from the connected other section objects.

Claim 15 has been amended to recite:

13

creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the section object, wherein the condition object is connected to one or more section objects other than first section object and the condition object inherits properties from the connected other section objects

For at least the reasons given above with respect to claim 1, Applicant submits that the cited art does not teach or suggest the above-quoted features of claim 15.

Claim 47 has been amended to recite:

wherein the first section object horizontally inherits properties from the same section object in another, linked reinsurance contract

Support for the amendments may be found in Applicant's specification at least on page 38, lines 4-15 and page 42, lines 4-14. The cited art does not appear to teach or suggest at least this feature of amended claim 47, in combination with the other features of the claim.

Claim 27 has been amended to recite:

wherein the one or more amendment objects are operable to amend one or more condition objects, wherein the one or more amendment objects are shared amongst the one or more life cycle phase objects within the particular time period

Support for the amendments may be found in Applicant's specification at least on page 41, lines 11-24, and cancelled claim 41. The cited art does not appear to teach or suggest at least this feature of amended claim 27, in combination with the other features of the claim.

Miller states:

Insurance policy clauses may become obsolete over time. It is desired to maintain a history of such clauses, so that an insurance company will always have a record of what clauses it has used in its policies at any given time. Such a history will also enable the insurance company to recreate a policy from a prior time period if necessary for claims coverage or legal proceedings. In order to accomplish this, the present invention provides an alias file for cross-referencing obsolete insurance policy clauses to corresponding replacement clauses. The second processing means examine the alias file and identify endorsements whose rule sets are satisfied by

14

obsolete insurance policy clauses that have been replaced by replacement clauses identified by the first processing means.
(Miller, column 3, lines 49-58)

Daskalopulu states:

The sixth is a list of provisions, wherein each is a pair of a section identifier and the corresponding *version* used in the particular document instance. Hence, the document instance carries information about which *version* of a document sub-unit was chosen at the time of drafting.
(Daskalopulu, page 65) (emphasis in original)

Miller discloses maintaining a history of clauses of an insurance policy. An alias file for cross-referencing obsolete insurance policy clauses to replacement clauses is provided. Daskalopulu discloses an argument that includes a version of a section that is used in a particular document instance. Miller and Daskalopulu, taken separately or in combination with the other cited art, do not appear to teach or suggest one or more amendment objects operable to amend one or more condition objects, wherein the one or more amendment objects are shared amongst the one or more life cycle phase objects within a particular time period.

Claim 33 has been amended to recite:

wherein the one or more amendment objects are operable to amend one or more condition objects, wherein the one or more amendment objects are shared amongst the one or more life cycle phase objects within the particular time period

For at least the reasons given above with respect to claim 27, Applicant submits that the cited art does not teach or suggest the above-quoted features of claim 33.

Applicant submits that many of claims dependent on claims 1, 15, 27, 33, and 47 are independently patentable. For example, amended claim 10 recites: "wherein the protection class comprises a proportional protection assignment subclass or a non-proportional protection assignment subclass." The cited art does not appear to teach or suggest at least these features of claim 40, in combination with the other features of the claim.

15

D.   **Summary**

Based on the above, Applicant submits that the claims are now in condition for allowance. Favorable reconsideration is respectfully solicited.

Should any fees be required, or if any fees have been overpaid, the Commissioner is authorized to appropriately charge or credit those fees to Meyertons, Hood, Kivlin, Kowert & Goetzel Deposit Account No. 50-1505/5053-28501/EBM.

Respectfully submitted,

Chris D. Thompson
Reg. No. 43,188

Attorney for Applicant(s)

MEYERTONS, HOOD, KIVLIN, KOWERT & GOETZEL, P.C.
P.O. Box 398
Austin, TX 78767-0398
(512) 853-8800 (voice)
(512) 853-8801 (facsimile)

Date: March 16, 2007